

MORTGAGE RECORD NO. 439

225900 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary Mudd and S. J. Mudd her husband

a _____ of _____ Tulsa _____ County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to _____ B. L. Conway _____

of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Eight (8), Block Two (2), Cherokee Heights
 Addition to the city of Tulsa, County of Tulsa, State
 of Oklahoma, according to the Recorded plat thereof.

8497, 66 and issued
 on the 28th day of March 1923

Wayne L. Lacey, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of _____

Eleven Hundred (\$1,100.00) Dollars

DOLLARS,

with interest thereon at the rate of 10% per cent, per annum, payable semi-annually date _____

according to the terms of one certain promissory note described as follows, to-wit:

Dated March 28th, 1923, made payable three (3) years after date to the order
 of B. L. Conway for the sum of Eleven Hundred (\$1,100.00) Dollars with interest
 at the rate of 10% per annum payable semi-annually from date until paid and
 signed by Mary Mudd and S. J. Mudd, Said note payable on or before date of
 maturity, if desired by first parties.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed on the premises and to insure, and keep insured in favor of second
 party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of Fifty (\$50.00) Dollars DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of March, 1923.

Mary Mudd

SEAL

S. J. Mudd

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 29th
 day of March, 1923, personally appeared _____

Mary Mudd

and S. J. Mudd, her husband

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires July 18th, 1923. (Seal) G. J. Patterson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of March A. D. 1923
 at 10:30 o'clock A. M. Book 439, Page 170

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.